

**AGREEMENT**

**THE COUNTY OF PASSAIC AND  
THE SHERIFF OF THE COUNTY OF PASSAIC**

**AND**

**PASSAIC COUNTY SHERIFF'S PROFESSIONAL ASSOCIATION**

**JANUARY 1, 2007 through DECEMBER 31, 2011**

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## ARTICLE 1 - RECOGNITION AND PERIOD OF AGREEMENT

WHEREAS the County of Passaic, Passaic County Sheriff's Department (hereinafter the "Employer") does recognize the Passaic County Sheriff's Professional Association (hereinafter the "Association"), as the exclusive representative for the purpose of collective negotiations with respect to wages, hours of work and other terms and conditions of employment for civilian employees of the Passaic County Sheriff's Department excluding certain employees in accordance with the rules and regulations of the Public Employment Relations Commission;

WHEREAS, this Agreement has, for its purpose, the promotion of harmonious relations between the Employer and its Employees, the establishment of equitable and peaceful procedures for the resolution of differences, the establishment of rates of pay, hours of work and other conditions of employment satisfactory to both parties, and the avoidance of interruption or interference with the efficient operation of the Employer which is essential to the well being of the citizens of Passaic County;

NOW THEREFORE, be it resolved, that the Employer and the Association mutually agree that the following shall represent the Agreement reached as a result of collective negotiations for the contract years, effective January 1, 2007, and shall remain in full force and effect until December 31, 2011, or until a successor Agreement is negotiated and executed, whichever shall last occur.

All items in this contract shall remain in full force and shall continue to be paid until successor Agreement is negotiated and executed.

## ARTICLE 2 - GRIEVANCE PROCEDURE

A grievance shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to any matter of wages, hours, disciplinary action, and working conditions, or any dispute between the parties involving interpretation or application of any provision of the Agreement

The Employer and Association mutually agree to the following grievance steps:

- A. The Employee shall present the grievance in written form to the Employee's immediate supervisor within ten (10) days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond in writing to the Employee within ten (10) working days.
- B. If the grievance has not been settled, an Association Representative shall present it in writing to the appropriate Division Head within ten (10) days after the supervisor's response is received or due. The Division Head shall then respond in writing to the Association Representative within ten (10) working days.
- C. If the grievance still remains unsettled, it shall be presented in writing by the Association Representative to the Sheriff within ten (10) days after response of the Division Head is received or due. The Sheriff or his designated representative shall respond in writing to the Association Representative within ten (10) working days.
- D. If the grievance is still unresolved within ten (10) days after written notice is received or due from the Sheriff, either party may request binding arbitration of the grievance, pursuant to PERC rules and regulations (19:12-5.1). The cost of arbitration shall be borne equally by the County of Passaic and the Association.

### ARTICLE 3 - MANAGEMENT RIGHTS

The public Employer retains the rights, in accordance with applicable laws and procedures, to:

- A. direct Employees;
- B. hire, promote, transfer, assign and retain Employees in positions within the agency, as well as to suspend, demote, discharge, or take reasonable disciplinary action against Employees, with Association representation if requested, and in accordance with applicable Civil Service Commission laws and the New Jersey Administrative Code;
- C. relieve Employees from duties because of lack of work or other legitimate reasons;
- D. maintain the efficiency of the government operations entrusted to the Employer;
- E. determine the methods, means and personnel by which such operations are to be conducted;
- F. take whatever legal action may be necessary to carry out the mission of the agency in situations of emergency;
- G. take disciplinary action in accordance with applicable Civil Service Commission laws and the New Jersey Administrative Code when an Employee fails to comply with reasonable management requests.

## ARTICLE 4 - WORK WEEK - HOURS OF WORK

### 5 & 2 Employees -- Full time

- A. The standard workweek shall consist of five (5) consecutive days, Monday through Friday, with two (2) consecutive days off, Saturday and Sunday
- B. The standard workweek shall be forty (40) hours. Each employee shall be entitled to a paid, one (1) hour lunch period which in cases of an emergency is to be taken in an area designated by the supervisor. There will be no lunch hour used for the first or last hour of the shift.
- C. The hours of work shall be divided into three separate shifts as follows: 7:00 a. m. to 3:00 p. m., from 3:00 p. m. to 11:00 p. m. and from 11:00 p. m. to 7:00 a. m. The hours of work for office staff shall be from 8:00 a.m. to 4:00 p.m., exclusive of the eighteen (18) previously grandfathered personnel as set forth on the attached employee list A, whose grandfathered work schedule shall end upon the expiration of this Agreement. \*
- D. Upon ratification of the Agreement, all employees not listed on Appendix A will work an eight (8) hour day.

### 5&2 Employees -- Part time

- A. At the determination of the employer, in general, a part time employee working twenty-four (24) hours weekly may work three (3), eight (8) hour days, and receive one (1) hour paid lunch for an eight (8) hour day.
- B. Any part time employee that works less than eight (8) hours per day will not be entitled to a paid lunch hour, but will be entitled to one/half (1/2) hour paid lunch.
- C. The Employer shall determine the shift a part time employee will work.
- D. Part time employees as described above will receive full medical benefits for self, COLA increases, pro-rated vacation per year, pro-rated sick leave, and night differential if applicable.
- E. No part time employee working twenty-four (24) hours or more will receive perfect attendance days, paid holidays, or personal days, unless the holiday falls on the regularly scheduled work day of the employee and the employee is not working office/assignment where the employee works is closed for the holiday.
- F. An employee must continue to work a minimum of twenty-four (24) hours weekly for

each quarter to receive medical benefits in accordance with County policy.

- G Any employee working less than twenty-four (24) hours weekly will receive COLA increases and applicable night differential in accordance with Article 9, only.

#### 4 & 2 Employees

- A All employees covered by this Agreement, employed in the continuous operation of the Passaic County Sheriff's Department, shall have a workweek inclusive of weekends, consisting of four (4) consecutive days on and two (2) consecutive days off. No lunch hour will be used for the first and last hour of the work day.
- B The hours of work shall be divided into three separate shifts as follows: 7:00 a. m. to 3:00 p. m., from 3:00 p. m. to 11:00 p. m. and from 11:00 p. m. to 7:00 a.m. Each employee shall be entitled to a paid, one (1) hour lunch period, which in cases of an emergency is to be taken in an area designated by the supervisor.

#### Pittman Employees

- A. Employees covered by this Agreement and assigned to a Pittman schedule, shall have a workweek inclusive of weekends, consisting of two (2) consecutive days on, two (2) consecutive days off, three (3) consecutive days on, two (2) consecutive days off, two (2) consecutive days on, and three (3) consecutive days off. One (1) work day out of every two (2) week period shall be in eight (8) hour day. Adjustments have been made to vacation leave, sick leave, personal leave (see Article 9) and holiday compensation (see Article 10) to credit Employees assigned to a Pittman schedule 128 hours on an annual basis. The right of assignment shall remain a management right. No lunch period will be used for the first and last hour of the work day. ✕
- B. The hours of work shall be divided into two separate shifts as follows: 7:00 a.m. to 7:00 p.m., from 7:00 p.m. to 7:00 a.m. and shall be divided into four (4) 'squads' (A, B, C, D). The employer retains the right to schedule a swing shift or alternate hours based on agency needs.
- C. Differential compensation for the Pittman Schedule shall be as follows:
  - a) 7:00 a.m.-7: p.m. 3.5% shift differential.
  - b) 7:00 p.m.-7:00 a.m. 10% shift differential.
- D. There shall be two (2) fifteen (15) minute breaks and two (2) thirty (30) minute lunch breaks per twelve (12) hour day. The lunch period on a floating eight (8) hour day will be limited to one (1) hour with no breaks.

- E. The parties agree that the overtime rate shall not be affected due to the changes set forth in this Agreement. Overtime shall be paid when the employer assigns an employee to work outside of the hours usually worked during a civilian's Pittman Schedule.
- F. Non supervisory employees will be allowed to shift swap with other employees, so long as notice of the swap is given in accordance with approved policies and prior approval of the employer is obtained. Any shift swap is to be mutually agreed to between the two employees swapping shifts.

#### All Employees

- A. Lunch periods assigned to employees shall be duty free, with the exception of an emergency. Any employee who shall be requested to work during the employee's lunch period shall be afforded a duty-free lunch period during the respective work shift in that same workday when reasonably possible, and if no lunch period is reasonably possible during the same workday the employee will receive one (1) hour compensatory time. Any such earned compensatory time cannot be utilized during the first or last hour of the same shift.
- B. Effective upon ratification of this Agreement, there is a \$5.00 per week offset for meals provided by the Employer should the employee opt for such meals. Such offset shall be made through payroll deductions.
- C. If an employee is more than thirty (30) minutes late in reporting to work without good cause, the immediate supervisor may send the employee home for the balance of that working day, in which event such employee shall not receive pay for that day.
- D. Employer has the right to place an employee on staggering starts and finishes for the good of the agency.
- E. All personnel, as a condition of employment, must be available to work any and all shifts as needed to maintain the effective operation of the Sheriff's Department.
- F. An employee who becomes ill while on compensatory time, vacation leave, perfect attendance leave, or personal leave shall be charged sick time and must provide a doctor's note in lieu of being charged for said leave.
- G. Unused comp time shall be cumulative from year to year subject to the limits established by the Fair Labor Standards Act (FLSA). It shall be duly noted that at no time shall an employee carry over more than 480 hours of accumulated comp time.
- H. Adequate staffing will be enforced within each division at all times by the division's immediate supervisor. No comp time, personal leave, perfect attendance leave or



vacation leave will be authorized if staffing is compromised.

- I. Shift coverage due to illness will be first offered to the senior person on the previous shift. If declined, the next person with seniority will be asked and so on until all personnel on the previous shift have been asked to work overtime on the next shift. If no working personnel accept the overtime then it will be offered to all off duty employees according to seniority within the division who are not on family leave, sick time, vacation leave, comp. time leave, perfect attendance leave or personal leave. If the overtime is refused by all personnel, the most junior person on duty must take the overtime. At no time will an employee leave their post without being properly relieved.
- I. Seniority privileges within each division and shift apply to vacation leave, perfect attendance leave, comp. time leave, and personal leave requested by the division's January 15<sup>th</sup> deadline. After said deadline all above time off requests will be on a first come first served basis.

## ARTICLE 5 - OVERTIME PAYMENT

- A. Time and one-half (1½) the Employee's regular rate of pay shall be paid in fifteen (15) minute segments after such Employee has worked ten (10) minutes beyond the employee's full-time workday, eight (8) hour work shift, or twelve (12) hour work shift, provided that such Employee reported for work on time for his/her original shift, and further provided that said Employee worked the full shift and a forty (40) hour workweek. Grandfathered employees listed on Exhibit A will be eligible for overtime in accordance with this provision for work performed beyond their scheduled work day.
- B. If an Employee is scheduled to work on a day normally scheduled as his/her day off and has otherwise worked a regular schedule during the workweek (sick, personal, vacation and holiday time are considered part of the workweek), such Employee shall be paid at the rate of time and one-half (1½) his/her base pay.
- C. Whenever an Employee is required to appear in Court for a job-related incident at a time other than his/her regular duty hours, he/she shall be paid time and one-half (1½) for the time spent in Court. The Court time minimum for calculation purposes shall be two (2) hours of overtime pay.
- D. Payment for overtime work shall be in the form of cash or compensatory time off at the employee's discretion. Said election by the employee for either must be submitted on the department's overtime request form within four (4) days of the overtime occurrence and shall be paid at the same rate of overtime.
- E. Part time employees working more than twenty-four (24) hours but less than forty (40) hours in one work week will receive straight time for additional time. Any time worked over forty (40) hours in one week will receive time and one-half in cash. A departmental overtime form must be submitted within four (4) days.

ARTICLE 6 - SALARIES/ COMPENSATION

A. All employees covered by this agreement will receive a COLA increase as follows:

January 1, 2007 - 3.0%  
January 1, 2008 - 2.75%  
January 1, 2009 - 2.75%  
January 1, 2010 - 2.75%  
January 1, 2011 - 2.75%

## ARTICLE 7 - INCREMENTS AND LONGEVITY

During the term of this Agreement, increments to which the Employees are entitled shall be awarded as follows:

- A. All Employees whose anniversary date falls between January 1 and June 30 shall receive the increment to which they would have been entitled on their anniversary date, retroactive to January 1 of the contract year
- B. All Employees whose anniversary date falls between July 1 and December 31 shall receive the increment to which they would have been entitled on their anniversary date, retroactive to July 1 of the contract year.
- C. Anniversary date for increments for full time employees will not change unless a promotion occurs. The promotional date will then serve as the employee's anniversary date.
- D. Longevity pay shall be determined by length of employment\* as follows:
  - 1. 2% of base pay at the beginning of the seventh (7) year
  - 2. 4% of base pay at the beginning of the tenth (10) years;
  - 3. 6% of base pay at the beginning of the fifteenth (15) year;
  - 4. 8% of base pay at the beginning of the twentieth (20) year;
  - 5. 10% of base pay at the beginning of the twenty-fifth (25) year.

\*As of January 1, 1992, length of employment for all new Employees will be determined by length of service with Passaic County.
- E. New employees hired after ratification of this Agreement shall not be entitled to longevity.

### ARTICLE 8 - NIGHT DIFFERENTIAL

A. Employees working on shifts whose working hours fall between 3:00 P.M. and 7:00 A.M. shall receive, in addition to their regular pay, an additional ten (10%) percent of their base salary which shall be incorporated in the base pay. This ten (10%) percent night differential shall be divided equally into the number of pay periods in each year, and said amount, incorporated into the base salary, shall be paid each regular pay. Said amount shall also be paid to all Employees working the second and third shifts when on vacation, personal, sick, comp, perfect attendance, and holiday leave.

B. Part time employees working twenty-four (24) hours or more will receive night differential only when total hours worked is constant for 2<sup>nd</sup> or 3<sup>rd</sup> shifts.

C. Employees assigned to the Pittman schedule will be compensated as follows: (a) 7:00 A.M. - 7:00 P.M. a three and one-half percent (3.5%) shift differential; (b) 7:00 P.M. - 7:00 A.M. a ten percent (10%) shift differential.

**ARTICLE 9 - VACATION, SICK, PERSONAL AND BEREAVEMENT LEAVES**

**A. Vacation Leave**

Provided vacation requests are submitted by January 15<sup>th</sup> each year, such requests will be granted on the basis of seniority of service within each Division (Patrol, Corrections, Courthouse) of the Passaic County Sheriff's Department. If an Employee requests time off on a holiday, and it is granted, no additional time off will be granted for being on vacation, etc., on a holiday. Vacation time shall be granted as follows:

<b>Years of Service:</b>	<b>Working Days Vacation Each Year:</b>
1-5 Years	12
6-10 Years	15
11-15 Years	18
16-20 Years	20
Over 20 Years	22

Employees assigned to a Pittman Schedule will be granted vacation time as follows:

<b>Years of Service:</b>	<b>Working Hours Vacation Each Year:</b>
1-5 Years	96
6-10 Years	120
11-15 Years	144
16-20 Years	160
Over 20 Years	176

For any new employee hired after the ratification of this contract, the following vacation schedule shall apply:

<b>Years of Service:</b>	<b>Working Days Vacation Each Year:</b>
1-10 Years	12
11-15 Years	15
16-20 Years	18
Over 20 Years	20

Employees assigned to a Pittman Schedule will be granted vacation time as follows:

<b>Years of Service:</b>	<b>Working Hours Vacation Each Year:</b>
1-10 Years	96
11-15 Years	120

16-20 Years  
Over 20 Years

144  
160

It shall be duly noted that administrative regulations provide that vacation leave not used in a calendar year because of business necessity shall be used during the next calendar year only upon approval of the Sheriff and shall be scheduled to avoid loss of leave. An Employee who becomes ill during vacation leave shall be charged sick time. The Employer may demand a doctor's certification.

**B. Sick Leave**

1. Every full time Employee covered by this Agreement shall earn payment for absence due to illness at a rate of fifteen (15) days per year, which shall accumulate at the rate of 1.25 days per month. Unused sick days shall be cumulative from year to year.
2. Every Employee covered by this Agreement and assigned to a Pittman Schedule shall earn payment for absence due to illness at a rate of one-hundred-twenty (120) hours per year, which shall accumulate at the rate of fifteen (15) hours per month. Unused sick days shall be cumulative from year to year.
3. After an Employee has used ten (10) or more sick days in any calendar year, the Employer shall have the right to demand that the Employee furnish a doctor's note for any additional sick days.
4. After the Employee has used five (5) consecutive sick days, the Employer shall have the right to demand that the Employee furnish a note from his/her doctor for any additional sick days.
5. If an employee must work a holiday and calls out sick, he or she shall have the holiday pay rate deducted from their check. Said employee must furnish doctor's note and absorb a sick day.
6. For each quarter that a full time employee does not use any sick time, one (1) additional compensation day will be awarded as an incentive for perfect attendance. Total perfect attendance days if not utilized will be paid upon request by the employee at the end of the calendar year. The employee must request cash payment in writing no later than January 10th of the following year. Any cash payment will be at the employee's regular rate of pay subject to the approval of the employer. All accumulated perfect attendance days will be carried over each year with the approval of the Employer.
7. The Department sick call procedure will be followed by all employees within this bargaining unit with no exceptions.

10 hrs  
(assuming eight hour shift)  
15 hours - on Pittman schedule

why not bank the difference pending out of negotiations

**C. Personal Leave**

Every Employee covered by this Agreement shall be allowed three (3) days personal leave with pay per year, provided that the Division Head is notified of such leave at least three (3) days in advance, except in emergency situations. Approval of such leave requests by the Division Head shall not be unreasonably withheld. Such leave shall not be cumulative from year to year, however, all unused personal days shall be paid to such Employee at the end of

the year, if the days were denied or may be carried over with the approval of the Employer

For those employees working a Pittman Schedule, Personal Days shall be credited on a day for day basis. For example, the current allotment of eight (8) hours will be twelve (12) hours under this agreement.

Part time employees are not eligible for personal days.

**D. Bereavement Leave**

Every Employee covered by this Agreement shall be allowed four (4) days leave per death for use in the event of death in the immediate family of the Employee.

For the purpose of this Section, the immediate family is defined as the Employee's spouse, civil partner, children, parents, siblings, grandparents, grandchildren, mother-or father-in-law, sister- or brother-in-law; son or daughter-in-law, or a family member living in the Employee's immediate household. An additional four (4) days shall be given in the event of the death of the Employee's spouse, civil partner or child.

**E. Sick Time Cash In Retirement Benefit**

For existing employees, upon retirement, all Employees shall receive payment for accumulated sick time in the amount of fifty (50%) percent of the accumulated sick time with a maximum amount of Fifteen Thousand (\$15,000.00) Dollars. Remuneration for all accrued time shall be paid out in accordance with existing County of Passaic policy. For employees hired after the ratification of this contract, the maximum amount will be Twelve thousand (\$12,000) Dollars.



## ARTICLE 18 - HOLIDAY COMPENSATION

A. The following days are recognized paid holidays:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
½ Day Christmas Eve  
Christmas Day  
½ Day New Year's Eve

- A. Those Employees having a Pittman or a four and two (4 & 2) workweek shall be paid at the rate of double their base salary whenever their regularly scheduled workday falls on a recognized holiday, providing they did not call in sick the day before or the day after the holiday.
- B. Those Employees having a five and two (5 & 2) workweek as defined herein shall be compensated as follows:
1. Recognized holidays that fall on a Saturday shall be celebrated on the preceding Friday.
  2. Recognized holidays that fall on a Sunday shall be celebrated on the succeeding Monday.
- D. In the event that C1 or C2 is countermanded by the Sheriff and/or order of the courts requiring the services of Employees, the affected Employees shall be granted equal compensatory time off in recognition of the holiday.
- E. Part time employees will receive holiday compensation only when the holiday falls on his/her scheduled workday.

ARTICLE 11 - CRIMINAL / CIVIL ACTIONS

Legal Defense of Employees

A. The County of Passaic shall be responsible for all judgments, attorney fees and costs, whether criminal or civil in nature, which directly or indirectly arise out of or in the course of employment, of any Employee covered by this Agreement.

B. The County represents that it maintains appropriate and sufficient insurance to cover any and all damages resulting from judgments rendered in civil action brought against an Employee for any unintentional act or omission arising out of and in course of the Employee's performance of duties.

C. The maximum counsel fees for Employees, in connection with civil litigation or criminal charges arising within the scope of their employment, shall be

Non-indictable criminal offenses	\$120.00 per hour
Defense in civil matters	\$120.00 per hour
Defense in criminal matters	\$120.00 per hour

Plus the following disbursement:

- Required transcripts
- Required expert fees
- Court cost and fees

It is noted prior to retaining any attorney, that the attorney must be in agreement with the County of Passaic's fee schedule, or the Employee may be liable for the difference.

**ARTICLE 12 - PAYMENT FOR EDUCATION/CONTINUING EDUCATION**

- A. The County represents that time off without penalty shall be granted to those Employees enrolled in approved work related training courses, subject to the needs of the Employer
- B. Any Employee who enrolls in and attends and successfully completes a course in work related studies at an accredited institution or college approved by the Middle State Association Colleges and Secondary Schools, shall be paid a one-time payment of Twenty (\$20.00) Dollars per credit.
- C. All the aforementioned courses must be approved in advance by the Sheriff and shall be paid during the first quarter of the calendar year. In addition, those Employees who have attained, or hereafter attains a college degree, shall receive an annual educational increment as follows:

*Associate Degree - \$1,000.00*  
*Bachelor Degree - \$1,500.00*  
*Graduate Degree - \$2,000.00*

\*Only one degree is payable at a time.

ARTICLE 13 - MEDICAL BENEFITS

- A. The Employer will continue to provide and pay for medical hospitalization, and major medical insurance coverage (Horizon Blue Cross/Blue Shield).

Deductible (Out-of-Network) amounts are as follows:

\$250.00 deductible per person

\$500.00 deductible per family

\$15.00 Co-Pay for Doctor's Visits

Existing employees hired in a permanent or appointed capacity before the ratification of this agreement shall contribute toward the cost of medical benefits as follows:

Single	\$10.00 Monthly
H&W	\$20.00 Monthly
Family	\$40.00 Monthly
P&C	\$20.00 Monthly

New Employees hired after ratification of this agreement shall contribute toward the cost of medical benefits as follows:

2% of Base Salary for Single Coverage, for the member,

2 ½% of Base Salary for Husband/Wife, parent/child, (2 people)

3% of Base Salary for Family Coverage, 3 or more people

In addition, New Employees hired after ratification of this agreement shall be responsible for the deductibles as set forth in Section A above.

All covered medical bills will be paid within forty-five (45) days of services rendered.

Part time employees with a constant twenty-four (24) hour workweek will receive single medical, prescription and dental benefits for him/herself.

The Employer reserves the right to select the insurance carrier who shall provide such benefits, as long as the benefits are equivalent to or better than those provided by the policies in effect on the date of this agreement.

- B. Dental Coverage

(See attached)

- C. Pre-Paid Prescription Plan

All Employees covered the under bargaining unit shall be entitled to a pre-paid prescription plan paid for by the County of Passaic. The coverage shall be for members and their

families. The maximum co-payment shall be Ten (\$10.00) Dollars per prescription on name brands and Five (\$5.00) Dollars for generic brands. Employees requiring maintenance prescriptions for chronic illness are encouraged to obtain said medications through a mail order prescription fulfillment service. Effective upon execution of this Agreement, mail order brand name drugs shall have a co-pay of Twenty (\$20.00) Dollars per prescription (for 3 month supply) and generic mail order shall be Ten (\$10.00) per prescription (for 3 month supply). The coverage shall include family members

**B. Disability Plan**

The County shall provide a disability plan for each Employee. At present, this is a self-funded plan using the State of New Jersey guidelines. As of January 1, 1997, these benefits are two-thirds of your pay per week; the maximum benefit shall be consistent with State guidelines for a maximum period of twenty-six (26) weeks. There are no extensions. After twelve (12) weeks the Employee is responsible for paying the below monthly premiums, which are subject to change by resolution of the Board of Chosen Freeholders:

Description	Single	Husband/Wife	Family	Parent/Child
Hospitalization	\$498.46	\$1072.78	1,276.16	\$727.06
Prescription	\$143.81	\$303.46	\$360.98	\$205.60
Dental (Traditional)	\$16.82	N/A*	N/A*	N/A*
Horizon Dental Choice	\$12.93	\$29.04	38.87 P/Children	29.04
Life Insurance	\$2.04	N/A*	N/A*	N/A*

\*Dental and Life Insurance for Employee only.

**C. Work Incurred Injury**

The Employee will be subject to the provisions of the Employer's Work Incurred Injury Light Duty Policy as promulgated in the Department's Standard Operating Procedures.

During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer. Injury or illness incurred while the Employee is attending an Employer-sanctioned training program shall be considered in the line of duty.

**D. Life Insurance**

The Employer will continue to provide and pay for life insurance policy for each Employee in the minimum amount of Four Thousand (\$4,000.00) Dollars

#### ARTICLE 14 - MISCELLANEOUS

- A. The Association shall have the right to post within the workplace Association related notices using their own stationery on available bulletin boards.
- B. Any representative of the Association that is scheduled to participate in negotiations or grievance procedures, association meetings and related Association business during work hours will suffer no loss in pay or benefits. Association business shall be defined as any activity that directly relates to the running of the Association or training requested by a board member that is directly related to protecting the interests of said Association. Whenever any representative of the Association is scheduled to participate in negotiations, grievances, conventions or any Association business during work hours, she/he shall suffer no loss of pay provided a written request is submitted and approved by the employer prior to the event.
- C. The Employer agrees to provide an on-site office to conduct Association business. A telephone line will be installed at the same rate as charged to PBA Locals 286. Additionally, facilities for the Association to conduct meetings during on duty and off duty hours as PBA Local 286 now enjoys.
- D. The employer agrees to deduct the Association monthly membership dues from the pay of those employees who have authorized such deductions in writing, pursuant to N.J.S.A. 52:15-15E. The amounts so deducted shall be remitted to the Union in check form, in a timely fashion together with a list of names of its employees.
- E. As of the effective date of this Agreement, any permanent employee in the bargaining unit who does not join the Association within thirty (30) days of permanent employment, full time or part time, and any permanent employee previously employed with the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount up to eighty-five (85%) percent of the regular Association dues, fees and assessments as certified to the Employer by the Association. The Association may revise its certification of the amount of representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments.
- F. It is specifically agreed that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from dues deductions made by the Employer hereunder. Once the funds are remitted to the Association, disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.
- G. No change(s) to this Agreement shall occur without written agreement between the parties.

- H. Should any portion of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall only apply to that specific portion of the Agreement affected by such decision of the court, whereupon those parties agree to immediately negotiate a substitute for the invalidated portion thereof
- I. Except as otherwise provided herein, all benefits, which Employees have heretofore held and are presently holding, shall be maintained and continued by the county during the term of this agreement. The personnel policies and regulations of this department, established for all Employees of all divisions, which have mutually agreed upon and are in effect, shall continue to be applicable to all employees except as otherwise provided herein.
- J. The County agrees that it shall not discriminate against any employee during the term of this agreement with respect to hours, wages or terms of or conditions of employment, including loss of income, change of assignment or demotion, by reason of his/her membership in the Passaic County Sheriff's Department Professional Association and its affiliates participating in any activities, collective negotiations with the county, or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.
- K. The County of Passaic agrees to make available to the association in response to reasonable request all available current & accurate information in the public domain.
- L. New Jersey State Department of Personnel employee seniority shall be based upon the rules and policies of the Department of Personnel as outlined in the New Jersey Administrative Code.

M. Retirement

All Employees covered under this Agreement should apply three (3) to six (6) months prior to retirement at the County Personnel Office. The Employee must bring the following:

- Employee's birth certificate*
- Birth certificate of the Employee's spouse*
- Marriage certificate*
- Divorce papers, if applicable*
- Birth certificate of any child under the age of eighteen*

The retirement benefits are explained in the PERS Pension Booklets. The County of Passaic shall continue to provide and pay for medical/hospitalization and prescription coverage for all retired Employees in the bargaining unit as outlined in the attached Medical Coverage Booklet addendum.

For existing employees, the County of Passaic shall pay in full, all medical and prescription premiums, except for the employee's contribution or co-pay (see 14 A & C) for all members

who retire with a minimum of twenty-five years (25) of service with the County Employees who retire on a disability pension shall continue to receive full medical benefits as are provided under this article at no cost to the retirees or the retiree's family as if the employees were an active member of the Department.

- N. The Employer shall have this final Agreement printed to include all Appendices and Salary Guides, and shall provide two hundred (200) copies to the ASSOCIATION President within thirty (30) days of contract execution. The County and the ASSOCIATION will split the printing costs for these copies, with each party paying for 50% of the cost.
- O. The employer will continue to provide a direct deposit option to any/all banking institutions of the employee's choice.
- P. Employees shall be responsible for all costs associated with the care, maintenance, alteration, repair, replacement, cleaning, dry cleaning and/or rental of his or her uniform. The Association and members of the bargaining unit further expressly acknowledge and agree that they shall not be entitled to any additional compensation, benefits or overtime in connection with the care, maintenance, alteration, repair, replacement, cleaning, dry cleaning and/or rental of his or her uniform, including, but not limited to shirts, pants, jackets, hats, coats, buttons, badges, belts, holsters and other leather. However if the employer orders a uniform change then the employer shall pay for said change.
- Q. The employer may utilize any relevant counseling, verbal reprimand, written reprimand, minor disciplinary action or major disciplinary action in an employee's personnel file for the imposition of more serious discipline. A prior counseling, verbal reprimand, minor disciplinary action or major disciplinary action in an employee's personnel file will not be used for imposition of future discipline if there has been no counseling, verbal reprimand, written reprimand, minor disciplinary action or major disciplinary action for a period of five (5) years. This provision does not limit the Employer's right to impose a severe disciplinary action where warranted.
- R. The employer agrees to follow the New Jersey Administrative Code in regard to hiring, promotions & the posting of job announcements.



## ARTICLE 15 - DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner, which is conducive to good order and discipline, all such investigations will be conducted in compliance with the Attorney General's guidelines and N.J.S.A. §40A: 14-147.

ARTICLE 16 - NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law

### ARTICLE 17 - PERSONNEL FILES

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in a secure area as directed by the Sheriff and may be used for evaluation purposes.
- B. Upon advance notice and at reasonable times, any member of the Sheriff's Department may at any time review his personnel file. However, this appointment for review must be made through the Sheriff or his designated representative.
- C. Whenever a written complaint concerning an employee or his/her actions is to be placed in his personnel file, a copy shall be made available to the employee and the employee shall be given the opportunity to rebut any material if the employee so desires, and the employee shall be permitted to place said rebuttal in his/her file. (When the employee is given a copy of the complaint, the identification of the complainant shall be excised.) However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all the details of the complaint, including the identity of the complainant. Any and all unfounded complaints will be expunged from the employee's personnel file and will not be used in assessing penalty in any future disciplinary action.
- D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from, unless such removal is agreed upon by both the Employer and the employee. Unless so agreed, removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

**ARTICLE 18 - NON DISCRIMINATION**

The Employer and the Association agree that the provisions of this Agreement shall be applied equally to all employees, and the parties agree to comply with all State and Federal discrimination laws.

ARTICLE 19- SEPARATION OF EMPLOYMENT

- ← A. Upon discharge, the employee will receive no later than the next pay period all monies to which the employee is owed including but, not limited to payment for all earned and unused vacation, personal, perfect attendance bonus, and sick time
- B. Upon resignation, the employee will receive no later than the next pay period all monies to which the employee is owed including but not limited to payment for all earned and unused vacation, personal, perfect attendance bonus, and sick time so long as the employee has complied with County procedures regarding resignation or has been granted a waiver of applicable County procedures. Granting such a waiver is at the discretion of the Employer.

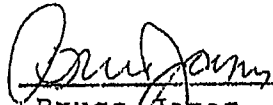
ARTICLE 20- TERM AND RENEWAL

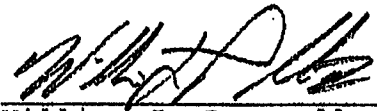
A. This Agreement shall become effective and retroactive to January 1, 2007 and shall remain in effect until December 31, 2011 or until successor agreement is reached. In the event such a successor agreement is not reached by December 31, 2011, both parties expressly intend and agree to continue to remain bound by the terms of this Agreement in all respects during any interim period until a successor agreement is reached. It is further specifically intended by the parties that this Article shall survive the expiration of the underlying Agreement, shall be severable there from, and shall continue in full force and effect until a successor agreement is reached

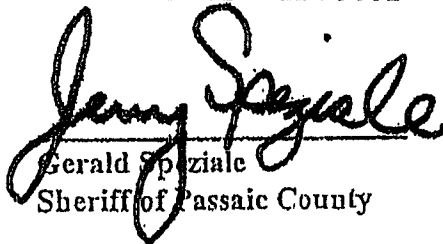
B. It is understood that this Agreement shall be binding upon the parties, their successors and assigns, and that upon notice to either party pursuant to the regulations of the Public Employment Relations Commission (PERC), either shall have the obligation to commence negotiations for a successor agreement pursuant to the Rules of the New Jersey Public Employment Relations Commission.

In witness whereof, the parties hereto have caused these presents to be signed by their proper Officials and duly considered Officials, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

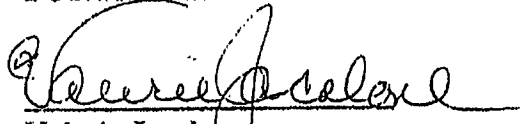
FOR THE COUNTY OF PASSAIC:

  
\_\_\_\_\_  
Bruce James  
Freeholder Director

  
\_\_\_\_\_  
William J. Pascrell, III  
County Counsel

  
\_\_\_\_\_  
Gerald Spziale  
Sheriff of Passaic County

FOR PASSAIC COUNTY SHERIFF'S DEPARTMENT PROFESSIONAL ASSOCIATION

  
\_\_\_\_\_  
Valerie Jacaloha  
President

APPENDIX A - EMPLOYEE LIST A

1. Challice	Jody
2. Carrasquillo	Carmen
3. Cornacchin	Sandra
4. Cossari	Catherine
5. Csuba	Irene
6. Filiardi	Anna
7. Haraka	Maria
8. Incalone	Valerie
9. Lampley	April
10. Magna	Joan
11. Palatucci	Joanne
12. Ramos	Nancy
13. Rodriguez	Patty
14. Savage	Bonita
15. Taylor	Dorothy
16. Vega	Shirley
17. Walis	Cindy
18. Walton	Jeanette

APPENDIX B - SALARY GUIDES











